

STATE OF LOUISIANA  
LOUISIANA ECONOMIC DEVELOPMENT

RFP No. 2510008-251-11012

Proposal Due Date and Time: September 16, 2010 at 4:00 PM CDT

**Request for Proposals  
For  
Consulting Services for  
Enhancement and Support for the  
Department's Existing Intranet Site  
and Other Websites and Databases**

August 12, 2010

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## **1.0. GENERAL INFORMATION.**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by LOUISIANA ECONOMIC DEVELOPMENT (herein referred to as the State or LED) for the sole purpose of providing consulting services assistance on an as needed-as requested basis, for development, enhancement, integration, and support of the Department's existing Intranet site, other websites, web form applications, and SQL databases as well as new developments.

### **1.2 Background**

LED has developed and implemented several web form applications with SQL Database storage. Some of these web form projects are a temporary solution to capture data until the project can be added into LED's customized incentive database. The other web form applications are permanent. The distance learning web site hosts video and test question database. LED has also implemented a SharePoint intranet which we would like to enhance with reports, forms, and graphs.

The successful Proposer will provide development, enhancement, integration, and support for the following:

- Louisiana Contractor Accreditation Institute (LCAI) training website – using Visual Studio – basic or C, PHP, Flash, MySQL
  - Include new online payment process – First Data's PayPoint
  - Yearly changes of videos for inclusion to site and modification to test question database
- LED new initiatives website (currently Modernization web form) - using Visual Studio – basic or C, SQL database
  - To include other initiatives as they wait to be included into LED's FastLane custom designed application and database
- State Economic Competitiveness (SEC) Ranking application screens, web forms reports and database – using Visual Studio – basic or C, SQL database, SQL Reporting Services
- LED Intranet site – using SharePoint MOSS, SharePoint Designer 2007, SQL Reporting Services, MS InfoPath, MS Office 2003/2007 –
  - additional automation of information into charts and graphs, generate reports
  - forms automation
  - web part development
  - other LED Business uses
- Cooperative Endeavor Agreement (CEA) automated contract generation application – web forms; database, using Visual Studio – basic or C, SQL database, SQL Reporting Services, MS Office Word 2003/2007
- LAFastStart database – training component of database, web form, reports using Visual Studio – basic or C, SQL database, SQL Reporting Services
  - Phase 2 (new development) to include finalizing database (curriculum development plan and workforce solution plan with automated updates to company's and developers), web forms, reports using Visual Studio – basic or C, SQL database, SQL Reporting Service
- LAFastStart Mobile Device (new development) interactive work instructions for standard operating procedures for use on production

- floor utilizing wireless network and devices.
- Assist with new developments as determined by the department to be necessary and beneficial to the employees of LED in order to accomplish their business duties efficiently (work to be performed based on the same hourly rate as stated in contract).

These systems are relational databases and are housed on dedicated SQL servers owned and maintained (including systematic backup, disaster recovery, etc.) by LED. With the exception of one website which will be moved to LED servers at the end of the current contract. The successful Contractor can develop and test on an external, secure test server, but the final products must be deployed to the LED servers.

These systems need continued integration, support, and additional development as more LED programs are added and the process of performing LED business require modification.

### **1.3 Scope of Services**

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Expected Time Period for Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2010, and must be completed by September 30, 2011, with the option in favor of the State to renew annually twice for up to a total of three (3) years.

### **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below. This RFP is available in electronic form at [www.opportunitylouisiana.com/RFP](http://www.opportunitylouisiana.com/RFP) in PDF format or in printed form by submitting a written request to the following RFP Coordinator.

Vicki Anderson, IT Director  
Louisiana Economic Development  
Office of Management Finance, IT Division

Mailing Address:  
P.O. Box 94185  
Baton Rouge, Louisiana 70804-9185  
Street Address:  
Capitol Annex Building  
1051 North 3rd St., First Floor, Room 167  
Baton Rouge, Louisiana 70802

Telephone: (225) 342-5686  
FAX: (225) 342-5389  
Email Address: [Vicki.anderson@la.gov](mailto:Vicki.anderson@la.gov)

## **2.3 Proposer Inquiries**

The State will consider written Proposer inquiries regarding the RFP or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, all inquiries and requests for clarification of the content of this RFP must be received in writing at the above address (or via fax at 225-342-5389 or e-mail, ([vicki.anderson@la.gov](mailto:vicki.anderson@la.gov)) by 4:00 p.m. CDT on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be posted according to the date listed on the Calendar of Events at [www.opportunitylouisiana.com/RFP](http://www.opportunitylouisiana.com/RFP).

## **2.4 Calendar of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
List RFP on LAPAC	August 12, 2010
Advertise RFP and mail public announcements	August 12, 2010
Deadline for receiving Proposer inquiries	August 26, 2010
Issue responses to Proposer inquiries	September 2, 2010
Proposal submission deadline	September 16, 2010
Announce selection of "Successful Proposer"	September 30, 2010
Contract Execution	October 1, 2010

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposal Response Location**

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator at the Street Address designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions of proposals are not acceptable. Proposals mailed to the Post Office Box address are acceptable, provided they are received by the RFP Coordinator at LED's offices by the deadline date specified in the Calendar of Events.

It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

### **3.2 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code (LAC) 34:136. The State must find that the Proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### **3.3 RFP Addenda**

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal and Re-submission of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

### **3.7 Subcontracting Information**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, La. R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Cost of Preparing Proposals**

The State is not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

All or appropriate selected portions of the RFP and proposal of the selected Proposer will become part of any contract initiated by the State.

The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract or contract terms and conditions as a response to this RFP.

If the selected Proposer fails to sign the final contract within five (5) days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-



ranked Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the State's Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Proposals must be received on or before 4:00 p.m. Central Daylight Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Vicki Anderson, IT Director  
Louisiana Economic Development  
Office of Management Finance, IT Division

Mailing Address: P.O. Box 94185  
Baton Rouge, LA 70804-9185

For courier delivery, the street address is Capitol Annex Building, 1051 North 3rd Street, First Floor, Room 167, Baton Rouge, Louisiana 70802. The telephone number is (225) 342-5686. It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which, for any reason, are not received timely will not be considered.

### **4.2 Proposal Format**

The State requests that eight (8) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This originally signed copy will be retained by the State for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

### **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **4.4 Technical and Cost Proposal**

The Proposer should submit a proposal as specified in Attachment II which shall

include sufficient information to satisfy the State's evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The Proposer should respond to all areas requested.

#### 4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment III.

### 5.0 EVALUATION AND SELECTION

#### 5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State.

#### 5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

#### 5.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the procedure below.

#### NOTES ABOUT THE COST SECTION:

1. The Cost section must include at least two different hourly cost estimates — one for support of existing database systems and another for development and enhancement (programming) to add additional functionality and develop new functionality as the process of performing LED business requires modification and/or new projects are added. The two hourly costs may be the same dollar amount, but must be presented separately.
2. The Cost section must include at least two different annual hourly work estimates — one for the number of hours estimated for support of existing database systems and another for the number of annual hours estimated for development and enhancement (programming). The two annual hourly work estimates may be the same number of hours, but must be presented separately.

Project Role	Contract- for Hours	x	Hourly Rate	Extended Cost
Role 1 (Descriptive Title)				
Role 2 (Descriptive Title)				
Role 3 (Descriptive Title)				
Role 4 (Descriptive Title)				
Add additional lines as needed				
<b>TOTAL COST CEILING</b>				

You may use a table (example above) to show the projected hours and rates for project management, graphics design, programming, etc.

3. Any proposal that fails to present this information as requested will not be considered for an award under this RFP.
4. The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Approach and Methodology	50
2. Relevant Firm Experience & Staff Qualifications	25
3. <u>Cost (Total Cost Ceiling)</u>	<u>25</u>
<b>Total Score</b>	<b>100</b>

Each Proposer will receive a cost score (Total Cost Ceiling) computed as follows:

$$CS \text{ (Total Cost Ceiling)} = (LPC/PC \times 25)$$

Where:

CS = Computed Cost Score for Proposer

LPC = Lowest Proposed Cost of all Proposers\*

PC = Proposer's Cost\*

\*Proposer's cost will be computed based on the sum of the support costs and enhancement (programming) costs.

**Additional Criterion:** For evaluation of the Proposer's technical proposal, for Veteran-Owned and Service-Connected Disabled Veteran-Owned, and Hudson Initiative Small Entrepreneurship Program compliance by the Proposer, Ten percent (10%) of the total evaluation points shall be added for this criterion.

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (**LaVet**) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Small Entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Proposers are encouraged to use Veteran and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP will be added for Proposers who are themselves a certified Veteran or Hudson Initiative Small Entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives Small Entrepreneurship as subcontractors.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative Small Entrepreneurships of potential subcontracting

opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative Small Entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doe.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative Small Entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the Proposer in writing no less than five (5) working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified small entrepreneurship should include in their proposal the names of their certified Veteran Initiative or Hudson Initiative Small Entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. If a certified Veteran Initiative or Hudson Initiative Small Entrepreneurship was not selected, the Proposer should provide written justification of the selection process.

Proposers that plan to use certified small entrepreneurship should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the Proposer's good faith efforts, the Proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurship subcontractor or distributor participation and the dollar amount of each. Proposer's should send such information with the Proposer's bid or proposal to the agency at the address shown in paragraph 4.1 on page 9 of this RFP.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doe.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

Any Proposer whose company is certified as a Louisiana Small Entrepreneurship and/or a Louisiana Small and Emerging Business will have 10 PERCENT added to their total computed score. For example, if a certified Proposer receives a total score of 90 on the three criteria, 10% or 9 points will be added to the total score giving that Proposer a final

score of 99.

Any Proposer whose company is certified as a Louisiana Small Entrepreneurship and is at least 51% owned by a Veteran of the United States Armed Forces will have an additional 10 POINTS added to their total computed score. For example, if a certified Proposer receives a total score of 80 on the three criteria, an additional 8 points (10%) will be added for the Small Entrepreneurship certification and an additional 10 points for Veteran-owned status, giving that Proposer a final score of 98.

A Proposer's qualification under both programs does not mean that the Proposer could obtain points for both – a maximum of ten percent (10%) of the total evaluation points are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative Small Entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives Small Entrepreneurship as subcontractors.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### **5.4 Announcement of Contractor**

The State will notify the successful Proposer and proceed to negotiate terms for a final contract. Unsuccessful Proposers will be notified in writing accordingly.

### **6.0 CONTRACTOR REQUIREMENTS**

#### **6.1 Corporation Requirements**

If the successful Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R. S. 12:301-302 from the Secretary of State of Louisiana.

If the successful Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

#### **6.2 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the successful Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is

rightfully obtained from third parties.

Under no circumstance is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of Louisiana Economic Development.

## **ATTACHMENT I: SCOPE OF SERVICES**

### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

#### **1. Overview**

Louisiana Economic Development (LED) seeks consulting service assistance on an as needed-as requested basis, for development, enhancement, integration, and support of the Department's existing Intranet site, other websites, web form applications, and SQL databases as well as new developments all to assist with LED employee work efficiency; including but not limited to:

- a) support development and/or enhancements, Architectural design, web part development, business workflows, security control, business intelligence, backup and recovery, and recommend best practices;
- b) using SharePoint MOSS, SharePoint Designer 2007, Visual Studio 2005 and 2008, SQL Server 2008 Report Builder 2.0, Microsoft InfoPath 2007, Flash, PHP, MySQL, Dreamweaver, MS SQL Server 2005 (SQL database), Visual Basic or C and ASP.net, Internet Information Service (IIS) Manager, First Data's PayPoint, MS Office 2003 and 2007, MS Visio 2003 and 2007;
- c) impart knowledge transfer to LED staff in both verbal and written methods.

#### **2. Tasks and Services**

The Contractor shall provide development, enhancement, integration, and support for the following:

- Louisiana Contractor Accreditation Institute (LCAI) training website – using Visual Studio – basic or C, PHP, Flash, MySQL, First Data's PayPoint
  - Yearly changes to videos included on site and modification to test question database
- LED new initiatives website (currently Modernization web form) - using Visual Studio – basic or C, SQL database
  - To include other initiatives as they wait to be included into LED's FastLane custom designed application and database
- State Economic Competitiveness (SEC) Ranking application screens, web forms reports and database – using Visual Studio – basic or C, SQL database, SQL Reporting Services
- LED Intranet site – using SharePoint MOSS, SharePoint Designer 2007, SQL Reporting Services, MS InfoPath, MS Office 2003/2007 –
  - additional automation of information into charts and graphs, generate reports
  - forms automation
  - web part development
  - other LED Business uses
- Cooperative Endeavor Agreement (CEA) automated contract generation application – web forms; database, using Visual Studio – basic or C, SQL database, SQL Reporting Services, MS Office Word 2003/2007
- LAFastStart database – training component of database, web form, reports using Visual Studio – basic or C, SQL database, SQL Reporting Services
  - Phase 2 (new development) to include finalizing database ( curriculum development plan and workforce solution plan with automated updates to company's and developers), web forms, reports using Visual Studio – basic or C, SQL database, SQL Reporting Service
- LAFastStart Mobile Device (new development) interactive work instructions for standard operating procedures for use on production floor utilizing

- wireless network and devices
- Assist with new developments as determined by the department to be necessary and beneficial to the employees of LED in order to accomplish their business duties efficiently (work to be performed based on the same hourly rate as stated in contract)..

The Contractor will provide 24-hour support for these LED systems seven (7) days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.

### **3. Functional Requirements**

The Contractor will provide consulting, analysis, and programming services for any changes to the above systems mandated by legislation and/or administrative regulation. The Contractor will provide consulting, analysis, and programming services as necessitated by law, rule changes or LED management determination. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

### **4. Technical Requirements**

Enhancement and development should include, but not be limited to:

- a) using the following tools: SharePoint MOSS, SharePoint Designer 2007, Visual Studio 2005 and 2008, SQL Server 2008 Report Builder 2.0, Microsoft InfoPath 2007, Flash, PHP, Dreamweaver, MySQL, MS SQL Server 2005 (SQL database), Visual Basic or C and ASP.net, Internet Information Service (IIS) Manager, First Data's PayPoint, MS Office 2003 and 2007, MS Visio 2003 and 2007;
- b) providing well tested, production ready, working: applications, web pages, web parts, and databases;
- c) providing all requirements documentation, including business workflows and business rules, and ensure the systems continued functionality is appropriate for the changing technology.

The Contractor will maintain LED department and technical standards in all work performed for the State.

### **5. Deliverables**

The Contractor shall produce and provide to LED:

- (a) The services sought through this agreement, as discussed above (well tested, production ready, working: applications, web pages, web parts, and databases); and
- (b) Periodic Invoices for payment, describing the services provided.

Support is to include all planning, collecting user requirements, proposing development, enhancement, and deployment strategies, compiling lists of errors from user testing results, and fixing known bugs/errors.

Support is also to include the transfer of skills and knowledge in both verbal and written form to LED staff.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the support, development and enhancement of the above mentioned tasks and services are fully owned by LED and must be provided to LED.



## ATTACHMENT II: PROPOSAL INFORMATION

### **1. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer's contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer must address the specific language in Section IV and submit whatever exceptions or exact contract modifications (subject to LED's approval) that its firm may seek to the sample contract. While some final wording will be resolved during contract negotiations, the original intent of the provisions will not be substantially altered.

### **2. Corporate Background and Experience**

The response should include the ability of the firm to meet the objective of this project, especially the time constraints, and on the quality, relevance and recentness of similar projects completed by the firm. (The Proposer should clearly document specific examples where the firm has completed projects that involve similar complex operation.)

VALUE: The Proposer should summarize the unique value that their corporate participation adds to this project with regard to providing deliverables.

### **3. Proposed Project Staff**

The written proposal must specify key individuals who will be on the project team and indicate their necessary skills and experience. An emphasis will be placed on the qualifications of the Proposer's Project Manager and the availability of the Project Manager to oversee project operations. The proposal should include education and recent experience of key individuals, with particular reference to their ability to analyze complex organizational and informational needs and to determine the best way to meet these needs; and with performing strategic planning and feasibility studies for streamlining and revising the operations of regulatory or similar agencies for the project manager and other project staff.

VALUE: The Proposer should summarize the unique value that their proposed project staff would add to the project with regard to providing project deliverables.

### **4. Approach and Methodology**

Essential to obtaining the objective of this project is the preparation of a well considered approach. The Proposer should define its functional approach in

developing a detailed design reflecting the most effective means of accomplishing the tasks and services.

The Proposer should define the methodology and approach to be utilized for system development of new programs.

The Proposer should define its approach for supporting the current projects within the State agency's infrastructure and identify issues that would prevent or impair implementation or operation across Louisiana State government's heterogeneous environment.

The Proposer should clearly show how its approach would include additional creative steps beyond what the State has already identified as needed system changes and methods to make LED staff more efficient and effective in performing regulatory and programmatic functions.

## **5. Project Management and Work Plan**

The Proposer must describe the project management approach and tools to be used in a proposed project work plan. Emphasis should be placed on the soundness and completeness of the work plan including the techniques to be used for collecting and analyzing data, sequencing and relationship of major steps, timeliness of the project proposal, and methods for implementing the project

VALUE: The Proposer should summarize the unique value that the proposed project management and work plan adds to the project with regard to assuring quality project deliverables.

## **6. Cost Information**

The Cost section must include two (2) different hourly cost estimates — one for support of existing database systems and another for development and enhancement (programming) to add additional functionality and develop new functionality as the process of performing LED business requires modification or new projects are added. The two hourly costs may be the same dollar amount, but must be presented separately.

The Cost section must include two (2) different annual hourly work estimates — one for the number of hours estimated for support of existing database systems and another for the number of annual hours estimated for development and enhancement (programming). The two annual hourly work estimates may be the same number of hours, but must be presented separately.

Any proposal that fails to present this information as requested will not be considered for an award under this RFP.

Travel expense, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contractor's approved compensation, budget or allocated amount, and then only in accordance with and as limited by the Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to periodic Invoices for reimbursement.

**7. Administrative Information**

Provide a completed Certification Statement as shown in Attachment III.

Discuss any suggested revisions (subject to LED's approval) to non-mandatory terms and conditions from Attachment IV, Consulting Services Contract.

### ATTACHMENT III: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact Person's name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- (4) Proposer's quote is valid for at least one year from the date of Proposer's signature below;
- (5) Proposer understands that if selected as the successful Proposer, he/she will have five (5) days from the date of delivery of the State's final contract in which to complete contract negotiations, if any, and execute the final contract document:

SIGNATURE of Proposer's Authorized Representative:      DATE : \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## ATTACHMENT IV: CONSULTING SERVICES CONTRACT

**CONSULTING SERVICES AGREEMENT**  
**between**  
**STATE OF LOUISIANA,**  
**DEPARTMENT OF ECONOMIC DEVELOPMENT**  
**and**  
\_\_\_\_\_(Name of Contractor)\_\_\_\_\_

**Be It Known**, that effective as of the \_\_\_\_\_ day of **October, 2010**, the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3<sup>rd</sup> Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the “**Department**”, “**LED**” or “**State**”), and \_\_\_\_\_, Suite \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (hereinafter sometimes referred to as “**Contractor**”), have entered into this Consulting Services Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

### **I. Scope of Services**

The **Goals** of this contract are for the Contractor to provide assistance to LED including consulting services assistance on an as needed-as requested basis, for development, enhancement, integration, and support of the Department’s existing Intranet site, other websites, web form applications, and SQL databases, as well as new developments. All of this is intended to help the state in seeking out opportunities for the creation of economic growth in Louisiana, will help in the creation of new companies and in the retention of existing businesses for our State, and will help to create new jobs and to retain existing jobs for the citizens of Louisiana.

The **Objectives** of this contract are to create a working relationship with a firm that will work with LED so that the Contractor will provide support to the State and the State will provide support to the Contractor in each of their endeavors to provide assistance for LED in obtaining the goals described above.

And in connection therewith, the Contractor agrees to work with the members of the LED staff, and to furnish all of the following services.

The Scope of Services required of the Contractor will include the following:

The Contractor shall provide Louisiana Economic Development (LED) with consulting service assistance on an as needed-as requested basis, for development, enhancement, integration, and support of the Department’s existing Intranet site, other websites, web form applications, and SQL databases as well as new developments all to assist with LED employee work efficiency; including but not limited to:

- a) support development and/or enhancements, Architectural design, web part development, business workflows, security control, business intelligence, backup and recovery, and recommend best practices;
- b) using SharePoint MOSS, SharePoint Designer 2007, Visual Studio 2005 and 2008,

SQL Server 2008 Report Builder 2.0, Microsoft InfoPath 2007, Flash, PHP, MySQL, Dreamweaver, MS SQL Server 2005 (SQL database), Visual Basic or C and ASP.net, Internet Information Service (IIS) Manager, First Data's PayPoint, MS Office 2003 and 2007, MS Visio 2003 and 2007;

c) impart knowledge transfer to LED staff in both verbal and written methods.

### **Tasks and Services**

The Contractor shall provide development, enhancement, integration, and support for the following:

- Louisiana Contractor Accreditation Institute (LCAI) training website – using Visual Studio – basic or C, PHP, Flash, MySQL, First Data's PayPoint
  - Yearly changes to videos included on site and modification to test question database
- LED new initiatives website (currently Modernization web form) - using Visual Studio – basic or C, SQL database
  - To include other initiatives as they wait to be included into LED's FastLane custom designed application and database
- State Economic Competitiveness (SEC) Ranking application screens, web forms reports and database – using Visual Studio – basic or C, SQL database, SQL Reporting Services
- LED Intranet site – using SharePoint MOSS, SharePoint Designer 2007, SQL Reporting Services, MS InfoPath, MS Office 2003/2007 –
  - additional automation of information into charts and graphs, generate reports
  - forms automation
  - web part development
  - other LED Business uses
- Cooperative Endeavor Agreement (CEA) automated contract generation application – web forms; database, using Visual Studio – basic or C, SQL database, SQL Reporting Services, MS Office Word 2003/2007
- LAFastStart database – training component of database, web form, reports using Visual Studio – basic or C, SQL database, SQL Reporting Services
  - Phase 2 (new development) to include finalizing database ( curriculum development plan and workforce solution plan with automated updates to company's and developers), web forms, reports using Visual Studio – basic or C, SQL database, SQL Reporting Service
- LAFastStart Mobile Device (new development) interactive work instructions for standard operating procedures for use on production floor utilizing wireless network and devices
- Assist with new developments as determined by the department to be necessary and beneficial to the employees of LED in order to accomplish their business duties efficiently (work to be performed based on the same hourly rate as stated in contract).

The Contractor shall provide 24-hour support for these LED systems seven (7) days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.

## **Functional Requirements**

The Contractor shall provide consulting, analysis, and programming services for any changes to the above systems mandated by legislation and/or administrative regulation. The Contractor shall provide consulting, analysis, and programming services as necessitated by law, rule changes or LED management determination. In each of these areas, the Contractor shall provide skills and knowledge transfer to LED staff as appropriate.

## **Technical Requirements**

Enhancement and development shall include, but not be limited to:

- a) using the following tools: SharePoint MOSS, SharePoint Designer 2007, Visual Studio 2005 and 2008, SQL Server 2008 Report Builder 2.0, Microsoft InfoPath 2007, Flash, PHP, Dreamweaver, MySQL, MS SQL Server 2005 (SQL database), Visual Basic or C and ASP.net, Internet Information Service (IIS) Manager, First Data's PayPoint, MS Office 2003 and 2007, MS Visio 2003 and 2007;
- b) providing well tested, production ready, working: applications, web pages, web parts, and databases;
- c) providing all requirements documentation, including business workflows and business rules, and ensure the systems continued functionality is appropriate for the changing technology.

The Contractor shall maintain LED department and technical standards in all work performed for the State.

All such services shall be performed by the Contractor in accordance with the Contractor's Proposal in response to the LED's Request for Proposals for such services. LED shall have final approval of Contractor's personnel assigned to the performance of services for this project and this agreement. Contractor hereby agrees that personnel assigned to the performance of services for this project and this agreement as shown in the Contractor's Proposal in response to the LED's Request for Proposals (RFP), and as may be approved by LED from time to time, will not be removed from performance under this agreement without the prior approval of LED.

## **II. Deliverables**

The Contractor shall produce and provide to LED:

- (a) The services sought through this agreement, as discussed above (well tested, production ready, working: applications, web pages, web parts, and databases); and
- (b) Periodic Invoices for payment, briefly describing the services provided.

Contractor's support shall include all planning, collecting user requirements, proposing development, enhancement, and deployment strategies, compiling lists of errors from user testing results, and fixing known bugs/errors.

Contractor's support shall also include the transfer of skills and knowledge in both verbal and written form to LED staff.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the support, development and enhancement of the above mentioned tasks and services are fully owned by LED and must be provided to LED.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

### **III. LED's Contract Monitor**

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

### **IV. Performance Measures**

Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals and objectives of this agreement, including the transfer of skills and knowledge in both verbal and written form to LED staff.

### **V. Monitoring Plan**

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services; and shall continually review and analyze Contractor's performance of services pursuant to this agreement, as well as Contractor's Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

- A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
- B. Assure that items or payments requested in Contractor's Invoice are in compliance with this agreement;
- C. Coordinate with LED's fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
- D. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

### **VI. Budgeted Amount / Maximum Fee / Contract Cost**

The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED of the project contemplated by this agreement shall not exceed to total sum of \_\_\_\_ *(To be obtained from the successful Proposal)* & NO/100 (\$ \_\_\_\_,000.00) DOLLARS, which sum shall be inclusive of all fees, costs and any reimbursable expenses



(including travel expenses, if any) to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Any payments/reimbursements which may be due under this agreement will be allowed only for charges/expenditures occurring between and including the dates of October \_\_, 2010, and September \_\_, 2011, and this project and all of the Contractor's services shall be completed by that date, unless the term of this contract is extended as hereinafter provided.

## **VII. Payment Terms**

Contractor shall be compensated for its services, as follows:

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payment of the sum stated above shall be made to the Contractor by LED, in periodic monthly payments after the Contractor's services have been provided and completed and after the receipt from the Contractor and approval by LED of the Contractor's monthly Invoices requesting payment, including a summary description or brief recap of the Contractor's services provided during the previous month included in the Invoice pursuant to and in fulfillment of the goals and objectives of this agreement; and the Contractor's submission of each such Invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. All original documentation supporting the Invoice shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated.

Travel expenses incurred by Contractor's personnel on behalf of LED, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses and their reimbursement are included in the approved budgeted amount or maximum fee, such travel expenses are approved by LED, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to Contractor's monthly Invoices for reimbursement.

## **VIII. Contract Term / LED's Extension Option**

This contract shall begin as of October \_\_, 2010; and this project and all of the Contractor's services hereunder shall be completed by September \_\_, 2011, and this contract shall terminate on that date, unless amended and extended in writing and approved by all parties, including the Director of the State's Office of Contractual Review.

LED shall have the option to renew or extend the term of this agreement for up to two (2) additional years; which option may be exercised by LED either by renewing or extending this agreement for a two (2) year term, or for one (1) year only, and then if LED elects to do so, it may be again extended for another year.

## **IX. Tax Liability**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number: \_\_\_\_\_.

**X. Termination for Convenience**

Either party may terminate this contract at any time by giving thirty (30) days written notice. The State may amend this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

**XI. Termination for Cause**

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**XII. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

**XIII. Ownership of Materials**

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this contract and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this contract.

**XIV. Assignment of Interest**

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

**XV. Audits and Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this contract, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

**XVI. Fiscal Funding (applies to multi-year contracts only)**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XVII. Discrimination Clause**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and will render services under this contract without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this contract.

**XVIII. Public Liability**

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**XIX. State Liability**

The State's liability under this agreement shall be limited to the dollar amount of the agreed compensation, budgeted amount or maximum fee shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

**XX. Headings**

The Section “Headings” and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for the ease of reference.

**XXI. Agreement Approval**

This agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review.

**XXII. Notice of Insufficiency**

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

**XXIII. Choice of Law; Conflicts of Interest; Code of Ethics**

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the 19<sup>th</sup> Judicial District Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

Contractor warrants that Contractor and Contractor’s representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for LED, and thereby subjects Contractor’s firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement.

**XXIV. Entire Agreement; Order of Precedence**

This contract, together with the “Request for Proposal” (“RFP”) and addenda issued thereto by LED, the Proposal submitted by the Contractor in response to LED’s RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this contract.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP, the addenda, and the Contractor’s Proposal) shall take precedence, followed by the provisions of the RFP and the addenda, and then by the terms of the Contractor’s Proposal.

**(The remainder of this page has been intentionally left blank.)**

**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at \_\_\_\_\_, \_\_\_\_\_, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

_____	_____
Signature	Contractor
_____	
Printed Name	By: _____
_____	Signature _____ (Date) _____
Signature	Printed Name: _____
_____	Title: _____
Printed Name	

**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

_____	<b>LOUISIANA DEPARTMENT</b>
Signature	<b>OF ECONOMIC DEVELOPMENT</b>
_____	
Printed Name	
_____	By: _____
Signature	Signature _____ (Date) _____
_____	Printed Name: Kristy G. McKearn,
Printed Name	Title: UnderSecretary
_____	
Signature	
Printed Name: Vicki Anderson	
<b>LED Contract Monitor</b>	